HUSBAND AND WIFE—CONVEYANCE TO AVOID TAXATION—TRUSTS.—The plaintiff was a practicing lawyer, and for a number of years held the office of postmaster and town clerk. His wife assisted him in these occupations, and had the care of the funds of the two offices; also of her own earnings, and to some extent the earnings of the plaintiff, though without any express agreement. These funds were kept in a bureau drawer to which the plaintiff, his wife and their son, the defendant, had access. There was no exact account kept of what was contributed. The wife subsequently opened an account in a savings bank and made deposits in her own name, with the knowledge of the plaintiff. Various loans were made, and to evade taxation several mortgages and a deed were taken as securities in the name of the defendant, who resided in Boston, Mass., but without the intention of transferring them to him. Upon the death of his mother the defendant took possession of the securities in his name. A bill was filed by the plaintiff praying that the securities taken by the defendant be impressed with a trust in his favor. The defendant set up in his answer that the monies which went into the securities were partly his but mostly his mother's, and did not belong to the plaintiff. *Held,* that the earnings of the wife belong to the husband in the absence of any agreement to the contrary, and that the plaintiff was entitled to relief because he could prove the essential facts of his case without disclosing his fraudulent purpose, although it appeared in the master's report. *Monahan* v. *Monahan* (1904), — Vt. —, 59 Atl. Rep. 169.

The decision granting relief to the plaintiff is based on the rule applicable to contracts, which is to the effect that an agreement will be enforced even if it is incidentally or indirectly connected with an illegal or fraudulent transaction provided it is supported by an independent consideration or if the plaintiff will not require the aid of the illegal or fraudulent transaction to make out his case. *Johnson* v. *Smith,* 70 Ala. 108; *Irvin* v. *Irvin,* 169 Pa. St. 529; *Minnesota Lumber Co.* v. *Whitebreast Coal Co.,* 56 Ill. App. 248. In some jurisdictions it is held that unless the illegal or fraudulent transaction is made an issue in the pleadings the plaintiff may have relief. *McDearmott* v. *Sedgwick,* 140 Mo. 172; *Goss* v. *Austin,* 11 Allen (Mass.), 525; *Atchison & Nebraska R. R. Co.* v. *Miller,* 16 Neb. 661. The better rule seems to be as pointed out in the minority opinion, that the plaintiff cannot have relief if the illegal or fraudulent transaction appears in the case. *Oscanyan* v. *Winchester Repeating Arms Co.,* 103 U. S. 261; *Wright* v. *Cudahy,* 168 Ill. 86; *Sheldon* v. *Pruessner,* 52 Kan. 579. The controversy in the principal case did not involve a contractual relation, and the rule governing suits brought to obtain a reconveyance of property conveyed to defraud creditors should have been applied, as indicated in the very strong minority opinion. Under these rules the plaintiff would not have been entitled to a decree, the courts generally holding that they will not relieve a party who has fraudulently conveyed his property to defraud creditors from the consequences of his fraudulent act. *Brady* v. *Huber,* 197 Ill. 291; *Hallyburton* v. *Slayle,* 130 N. C. 482; *Wyatt* v. *Wyatt,* 81 Miss. 219.

INJUNCTION—PARTIES—CONTEMPT.—In proceedings against a labor union and certain specified parties an injunction was granted against certain named

defendants and "all persons now or hereafter aiding or abetting them or confederating or conspiring with them, or either of them," restraining them from interfering with the business of the plaintiff or its employees. The defendants, who had full knowledge of the order but who were not parties to the suit, while acting as pickets for the union, assaulted an employee of the plaintiff. In proceedings for contempt, *Held,* that defendants were amenable to the injunction. *Anderson* v. *Indianapolis Drop Forging Company* (1904), — Ind. App. —, 72 N. E. Rep. 277.

This case seems to fall within the general rule that, any one who, having notice that an injunction has been granted against a party, aids and assists that party in its violation, is as much amenable for contempt as though he were a party named in the record. *Ex parte Lennon,* 64 Fed. Rep. 320, 323; *People* v. *Marr,* 84 N. Y. Supp. 965, 88 App. Div. 422; *Fowler* v. *Beckman,* 66 N. H. 424, 30 Atl. Rep. 1117. The distinction, however, between proceedings for contempt where the object is to vindicate the dignity and authority of the court, and those instituted to protect and enforce the rights of private parties, must be borne in mind. One not a party to the suit cannot be held for a technical breach of the order, for this would be declaring against his individual right without a hearing. He can be punished only for interfering with the proper execution of the court's process. *Wellesley* v. *Mornington,* 11 Beav. 180; *Chisholm* v. *Caines,* 121 Fed Rep. 397, 402; *In re Reese,* 107 Fed. Rep. 942, 947; same case, 98 Fed. Rep. 984. The English rule is fully discussed in *Seward* v. *Paterson* (1897), 1 Ch. 549. The weight of authority seems to be further that, if one, not a party to the suit though with full knowledge of it, acts, not as the servant or agent of one specifically enjoined nor in concert with him, but under a separate claim of right, he is in no way liable to the order of the injunction. *Fellows* v. *Fellows,* 4 John. Ch. 25; *Watson* v. *Fuller,* 9 How. Pr. 425; *Boyd* v. *State,* 19 Neb. 128, 26 N. W. Rep. 925; *Barthe* v. *Larquie,* 42 La. Ann. 131, 7 So. Rep. 80. But see *Chisholm* v. *Caines,* supra.

INSURANCE, FIRE—"IRON SAFE" CLAUSE—WAIVER.—In an action on a policy plaintiffs did not deny that they had failed to comply with the "iron-safe" clause as to the keeping of books and inventories, but relied on Code § 1743, which provides in substance that any stipulation making a policy void before a loss occurs shall not prevent recovery, unless such failure contributed to the loss. Plaintiffs also set up waiver on several grounds, one being that the agent who took their application for insurance knew at the time that they had no safe, and did not intend to get one. *Held,* that plaintiffs could not recover. *Rundell & Hough* v. *Anchor Fire Ins. Co.* (1904), — Iowa —, 101 N. W. Rep. 517.

While there are holdings to the effect that the iron safe clause is a warranty and to be strictly complied with (*Western Assur. Co.* v. *Altheimer,* 58 Ark. 575; *Niagara Fire Ins. Co.* v. *Forehand,* 169 Ill. 626), the great weight of authority is that it is a condition subsequent or a promissory warranty, and that a substantial compliance is sufficient. MAY ON INS. (4th ed.), 263, Note; 3 JOYCE ON INS. 2063-4; *Western Assur. Co.* v. *Redding,* 68 Fed. Rep.